

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: 6/16/04

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

AGENDA ITEM WORDING: Approval of addendum to the Avis (Cendant) lease agreement, at the Key West International Airport.

ITEM BACKGROUND: We own the Avis Rental Car Ready Area. It needs Capital Improvements and repairs costing between \$500,000 and \$700,000. Avis has agreed to do the construction needed at no cost to us (as outlined in their drawings attached as Exhibit B), in exchange for an extension of their existing lease/concession agreement.

PREVIOUS RELEVANT BOCC ACTION: Approval to negotiate extension to Agreement, 1/16/03. Approval of concession agreement 9/5/86, amendment 2/16/00, and Service Facility lease 6/20/01. Approval of lease amendment, 3/17/04. Rescind approval of lease amendment, and approval for Avis to continue operations on a month to month basis pending amendment to concession agreement (revisions requested by Cendant), 4/21/04

CONTRACT/AGREEMENT CHANGES: For each \$50,000 Avis spends, they will receive an additional 1 year extension to their lease.

STAFF RECOMMENDATION: Approval

TOTAL COST: Revenue Producing

BUDGETED: N/A

COST TO AIRPORT: None

SOURCE OF FUNDS: N/A

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: ~ \$257,000.00

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DIRECTOR OF AIRPORTS APPROVAL


Peter J. Horton

DOCUMENTATION: Included ☒

To Follow

Not Required

AGENDA ITEM #

07

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Avis Rent A Car System (Cendant)

Effective Date: 7/1/04

Expiration Date: 6/30/14 – 6/30/19

Contract Purpose/Description: Lease Addendum Agreement for facilities at the Key West International Airport

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/Courier Stop)

for BOCC meeting on: 6/16/04

Agenda Deadline: 6/1/04

CONTRACT COSTS

Total Dollar Value of Contract: Revenue Producing

Current Year Portion: N/A

Budgeted? N/A

Account Codes: N/A

Grant: N/A

County Match: N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: N/A
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>6/3/04</u>	() (X)	<u>RFH</u> Peter Horton	<u>6/3/04</u>
Risk Management	<u>5/26/04</u>	() (X)	<u>B. C. [Signature]</u> William Grumhaus	<u>5/26/04</u>
O.M.B./Purchasing	<u>5/26/04</u>	() (X)	<u>Sheila Barker</u> Sheila Barker	<u>5/28/04</u>
County Attorney	<u>1/1</u>	() ()	<u>Pedro Mercado</u> Pedro Mercado	<u>5/13/04</u>

Comments: _____

LEASE ADDENDUM AGREEMENT
Avis Rent A Car System, Inc.

THIS lease addendum is entered into by and between Monroe County, a political subdivision of the State of Florida (County) and **Avis Rent A Car System, Inc.**, a corporation (**Avis**).

WHEREAS, **Cendant Rental Group, Inc. (Cendant)** is the parent company of **Avis** and **Budget Rent A Car System, Inc. (Budget)**;

WHEREAS, **Avis** and **Budget** are both tenants at Key West International Airport (KWIA);

WHEREAS, **Cendant**, through its **Avis** subsidiary, desires to make certain capital improvements to its **Avis** facility at KWIA at an approximate cost \$500,000 to \$750,000, in exchange for a lease term extension for the **Budget** and **Avis** leases at KWIA;

WHEREAS, Secs. 332.08 and 125.35, FS, authorize the County to negotiate airport leases without competitive bidding; now, therefore,

IN CONSIDERATION of the mutual covenants and promises set forth below, the parties agree as follows:

1. This agreement is an addendum to the County/**Avis** lease dated September 5, 1986, as amended in the County/**Avis** amendment dated June 20, 2001, (collectively the original **Avis** lease), both of which are attached to this addendum as Exhibit A and made a part of it.

2. a) **Avis** must make certain capital improvements to facilities leased to **Avis** in the original **Avis** lease. The capital improvements required are depicted in Exhibit B which is attached to this addendum and made a part of it. The improvements must be completed within 24 months from the effective date of this addendum, although the time for completion may be extended by the KWIA Director for good cause.

b) The parties anticipate that the capital improvements described in subparagraph 2(a) will cost approximately \$500,000 to \$750,000. Upon **Avis** furnishing evidence satisfactory to the KWIA Director that an increment of \$50,000 has been spent on the **Avis** facility capital improvement by **Cendant**, then the term of the original **Avis** lease shall be extended by one year for each \$50,000 spent. Upon completion of the **Avis** facility capital improvements, and **Avis**' furnishing of evidence satisfactory to the KWIA Director of the total amount spent, the KWIA Director shall certify in writing the additional years by which the original **Avis** lease is extended. The KWIA Director's certification will then become part of the terms and conditions of the original **Avis** lease. If the final increment spent by **Avis** is less than \$50,000, then the original **Avis** lease will be extended by the number of days calculated as a percentage of the year that is equal to the percentage of the final increment paid is to \$50,000.

c) **Avis** shall be permitted to use its facility to service, store and park **Avis** vehicles as well as **Budget** rent a car.

3. a) **Avis** shall maintain all books, records, and documents directly pertinent to performance under this addendum agreement and the **Avis** original lease (hereafter collectively the Agreement) in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.

b) **Governing Law, Venue, Interpretation, Costs, and Fees.** This Agreement shall be governed by and construed in accordance with the Law of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and **Avis** agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

c) **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of the Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and **Avis** agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

d) **Attorney's Fees and Costs.** The County and **Avis** agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

e) **Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and **Avis** and their respective legal representatives, successors, and assigns.

f) **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

g) **Adjudication of Disputes or Disagreements.** County and **Avis** agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

h) **Nondiscrimination.** County and **Avis** agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or **Avis** agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

i) **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and **Avis** agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and **Avis** specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

j) **Covenant of No Interest.** County and **Avis** covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

k) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency;

unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

l) **No Solicitation/Payment.** The County and **Avis** warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the **Avis** agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

m) **Public Access.** The County and **Avis** shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and **Avis** in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by **Avis**.

n) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the County and **Avis** in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

o) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

p) **Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

q) **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and **Avis** agree that neither the County nor **Avis** or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise

Indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

r) **Attestations.** **Avis** agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

s) **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

t) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

u) **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

4. This addendum is part of, and incorporated into, the original **Avis** lease and supersedes any inconsistent provisions in those original lease. In all other respects the terms and conditions of the original **Avis** lease remain in full force and effect.

5. This addendum constitutes the parties' final mutual agreement and replaces any prior communications or understandings, whether written or oral.

6. This addendum will take effect on the signature date of the last party to execute the addendum.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairperson

Date _____

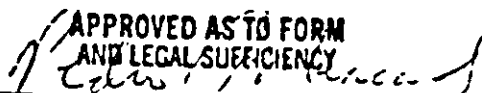
(SEAL)
Attest: 
Robert Muhs, Assistant Secretary

AVIS RENT A CAR SYSTEM, INC.



E
7
Date 5/21/04
jaircendantAvis

Robert Bouta, Senior Vice President
For Properties & Facilities for Cendant Car Rental Group, Inc.
an authorized representative of Avis Rent A Car System, Inc.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
ATTORNEY'S OFFICE

NON-COLLUSION AFFIDAVIT

I, Robert Bouta of the city
of Parvin, N.J. according to law on my oath, and under
penalty of perjury, depose and say that:

1) I am Senior Vice President the bidder making the
Proposal for the project described as follows:

AVIS Lease

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Robert Bouta

STATE OF New Jersey

Robert Bouta, Senior Vice President
For Properties & Facilities for Cendant Car Rental Group, Inc.
an authorized representative of Avis Rent A Car System, Inc.

COUNTY OF Harris

5/21/11
DATE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Robert Bouta who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

21st day of May, 2007.

Kristina Fisher
NOTARY PUBLIC

My commission expires:

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

5/21/14
Date

Robert Bouta, Senior Vice President
For Properties & Facilities for Cendant Car Rental Group, Inc.
an authorized representative of Avis Rent A Car System, Inc.

**LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Robert Bouta

Robert Bouta, Senior Vice President
For Properties & Facilities for Cendant Car Rental Group, Inc.
an authorized representative of Avis Rent A Car System, Inc.

Date: 5/21/04

STATE OF NEW JERSEY

COUNTY OF Morris

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Robert Bouta who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 21st day of May, 2004.

Cynthia M. Hermes
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

CYNTIA M. HERMES
NOTARY PUBLIC, STATE OF NEW JERSEY
NO. 2284899
MY COMMISSION EXPIRES: 3/05/07

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

By: Robert Bouta

Robert Bouta, Senior Vice President
For Properties & Facilities for Cendant Car Rental Group, Inc.
an authorized representative of Avis Rent A Car System, Inc.

EXHIBIT 'A'
SEPTEMBER 5, 1986 LEASE AGREEMENT
JUNE 20, 2001 LEASE AMENDMENT

LEASE AMENDMENT
Avis Rent A Car - KWIA

THIS LEASE AMENDMENT is made and entered into on the 20th day of JUNE, 2001, by and between MONROE COUNTY, a political subdivision of the State of Florida, and the owner of Key West International Airport (KWIA), hereinafter referred to as Lessor, whose address is 3491 South Roosevelt Blvd., Key West, FL 33040, and AVIS RENT A CAR SYSTEM, INC., a corporation authorized to do business in the State of Florida, whose address is Avis Rent A Car System, Inc., 900 Old Country Road, Garden City, New York 11530, hereinafter referred to as Lessee;

WHEREAS, on September 5, 1986, the parties entered a lease agreement (the original lease) for a parcel of land at KWIA for Lessee's use for vehicle parking and maintenance;

WHEREAS, the original lease - without an extension - will expire on July 31, 2001 while Lessee's KWIA concession agreement with Lessor will not expire until June 30, 2004; and

WHEREAS, the parties desire to make the original lease term coextensive with the concession agreement term; now, therefore

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties hereto do hereby agree as follows:

1. A copy of the original lease is attached to this lease amendment and made a part of it.

2. Paragraph two of the original lease is amended to read:

The term of this lease begins on August 1, 1986 and terminates on June 30, 2004.

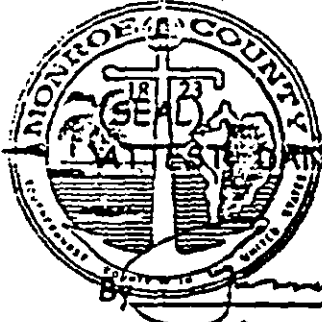
3. Paragraph three of the original lease is amended by the addition of the following:

Commencing with the rental year that begins on August 1, 2001, the annual rental is \$63,720 (\$5,310 per month) plus applicable sales tax. The annual rent for the rental years beginning on August 1st, 2002 and 2003 must be increased by a percentage equal to the percentage increase in the CPI for all urban consumers for the previous calendar year. The rent for the period August 1, 2003 - June 30, 2004, must be reduced by one-twelfth

from what the 12 month rental year amount would be in order to properly adjust for the shortened year.

4. Except as provided in this lease amendment, in all other respects the terms and conditions of the original lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



DANNY L. KOLHAGE, CLERK

By [Signature]
Deputy Clerk

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By George R. Neigut

Mayor/Chairman

(SEAL)
ATTEST:

Thomas S. Finn

By [Signature]

Title Assistant Secretary

AVIS RENT A CAR SYSTEM, INC.

By [Signature]

Title Vice President

Jdairportaviskwia

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 8-24-01

RENTAL CAR CONCESSION
AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of September, 1986, by and between Monroe County, a municipal corporation organized and existing under the laws of Florida (hereinafter called "Lessor"), and Avis Rent A Car System, Inc., a Delaware corporation, qualified to do business in the State of Florida (hereinafter called "Lessee");

WHEREAS, Lessor desires to grant to Lessee a non-exclusive right to operate an automobile rental concession at and from Key West International Airport at Key West, Florida (hereinafter called the "Airport"); and

WHEREAS, Lessor and Lessee desire, in connection with said operations, to provide for the leasing by Lessor to Lessee of certain space in and around the Airline Terminal at the Airport for the establishment of a Rental Car Concession to accommodate the Lessee's customers and provide space for the temporary placement of rental ready vehicles and for other purposes in connection with said operations, all as hereinafter more specifically provided;

NOW, THEREFORE, in consideration of the premises and of mutual covenants and promises hereinafter contained, the parties hereto do hereby agree as follows:

1. Premises - Lessor hereby leases to Lessee for its non-exclusive use the rental car counter located in the airline terminal Key West, Monroe County, Florida, said counter containing 225 square feet, to be replaced by a new 288 square foot counter/back office area effective November 1, 1985, as shown on Exhibit A attached hereto and made a part hereof; and in addition thereto, hereby provides 30 rental car ready spaces as reflected by the attached exhibit B in area designated "Rental Car Ready Area".

2. Term - This Agreement is for a term of five years, commencing May 1, 1985.

3. Rental and Fees - Lessee, for and during the term hereof; shall pay to Lessor for the use and occupancy of said Basic Premises and for the rights and privileges herein granted it at the following scheduled rates and fees:

(a). Counter Rental: Counter space rental will be paid for at the following rates:

Key West International Airport - \$11.12/sq.ft./annum
Counter rental space includes that space physically enclosed by the counter, side partitions and backwall. These rates, which are currently equal to the airline rental rate for publicly exposed space, will be adjusted biennially. This rate includes the operating and maintenance expense directly related to the airline terminal cost center plus allocated administrative cost plus return on investment. In 1984 airline terminal operating, maintenance and allocated administrative costs accounted for \$7.09 of the \$11.12 rate at Key West. The biennial adjustment will equal the actual percentage increase, not to exceed 10%, in the operating, maintenance and administrative components of the floor rental rates.

(b). Ready spaces: No charge.

(c). Concession Fee: Guaranteed minimum annual concession fee for each contract year of the five (5) year term of this concession agreement shall be in the following amounts:

For the First year of said term:	\$ 35,496.00.
For the Second " " " " :	\$ 36,504.00.
For the Third " " " " :	\$ 37,500.00.
For the Fourth " " " " :	\$ 38,496.00.
For the Fifth " " " " :	\$ 39,504.00.

The Lessee agrees to pay monthly ten (10) percent of gross revenues for the previous month or one twelfth (1/12) the guaranteed annual minimum, whichever is greater. In the event, the total amount paid during any one year period, under this method, exceeds ten

percent of gross revenues or the annual minimum guarantee, whichever is greater, for that one year period, an adjustment will be made to the first months fee for the next subsequent period or, at the end of the fifth year, reimbursement will be made within thirty days.

A performance bond in the amount of \$25,000 (twenty five thousand dollars) shall be provided the Board of County Commissioners and shall be held in escrow as security to ensure conformance with the Contract Provisions. It is not the intent of the County to call the bond for rental payments unless there is a violation of the Contract.

4. Definition of Gross Receipts - As used herein, the term "gross receipts" shall mean the total sum of money, from charges for net time, mileage, and personal accident insurance, paid or payable, whether by cash or credit, (after any discount specifically shown on the car rental agreement), by the customer to concessionaire for or in connection with the use of vehicle contracted for, delivered or rented to the customer at the airport, regardless of where the payment is made or where the vehicle is returned. The concessionaire for the purpose of its concession rentals shall report all income, both cash and credit, in its monthly gross receipts statement.

5. Accounting Procedures - The concessionaire shall keep records of all sales and revenues, whether for cash or credit, whether collected or not from its operations in a manner generally accepted as standard to the automobile rental industry located on airports. Lessee agrees to operate its business upon the airports so that a duplicate rental agreement invoice, serially pre-numbered, shall be issued for each sale or transaction whether for cash or credit. Lessee further agrees that it will make available to Monroe County, a full and complete book of accounts and other records required by the County to provide a true account of all revenues pertaining to its operations under the provisions hereof. The County, acting through its Finance Director or other authorized representative, shall have the right to inspect and audit the concessionaire's books.

of accounts and other records in Monroe County, Florida. Knowingly furnishing the County a false statement of its gross sale under the provisions hereof will constitute a default by concessionaire of this agreement and the County, may at its option, declare this contract terminated.

6. Abatement of Minimum Guarantee - In the event that (1) for any reason the number of passengers deplaning on scheduled airline flights at the airport during any period of thirty (30) consecutive days shall be less than sixty percent (60%) of the number of such deplaning passengers in the same period in the preceding calendar year, or in the event that (2) in the opinion of the Board of County Commissioners, the operation of Lessee's car rental business at the airports is affected through no fault of Lessee by shortages or other disruption in the supply of automobiles, gasoline, or other goods necessary thereto, and said shortages or other disruption results in the material diminution in Lessee's gross receipts hereunder for a period of at least thirty (30) days, and said shortage or other disruption is not caused by a labor dispute with Lessee, such diminution to be satisfactorily demonstrated by Lessee to the Board of County Commissioners then, in either event, the Minimum Guarantee Fee should be abated for the period of time such condition continues to exist. During said period of time, Lessee shall continue to pay to airport ten (10%) of gross receipts from the operations hereunder as hereinbefore defined.

7. Rental Reimbursement - In consideration for the concessionaire paying for the demolition of the existing rental counter/office area and the construction of the new counter and back office area which shall mean outside walls, interior counter shell and supporting back office wall, connecting doors and utilities and the paving of the rental car ready area at Key West, which the County acknowledges is its responsibility, the monthly rental due the County as per this agreement will be used to offset the amount paid by the concessionaire to independent contractors for work actually performed on the counter ~~area~~ ^{/office area} at Key West including materials furnished or labor performed in

connection therewith. The County will contract for the paving of the rental car ready area. Minimum annual guarantee, percentage fee and square footage rental rate will be fully abated until the concessionaire's prepayment of the construction cost of the ready car area paving and rental counter/back office area are recovered. The concessionaire shall cause the keeping of records that will clearly distinguish between cost associated with the construction of the counter shell and leasehold improvements. The cost of construction will be shared by all concessionaires equally.

8. Investment by the Lessee - All leasehold improvements and their titles shall vest immediately in Monroe County upon their acceptance by the County. Furniture, furnishings, fixtures and equipment will remain the personal property of concessionaire and may be removed upon termination of the agreement, provided all its accounts payable to the County are paid at that time, or in the event the County does not purchase same.

9. Leasehold Improvements - Lessee has the right during the term hereof, at its own expense, at any time from time to time:

to install, maintain, operate, repair, and replace any and all trade fixtures and other personal property useful from time to time in connection with its operations on the Airport, all of which shall be and remain the property of Lessee and may be removed by Lessee prior to or within a reasonable time after expiration of the term of this Agreement, provided, however, that Lessee shall repair any damage to the premises caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Lessee a hold-over, but all such property not removed within ten (10) days after Lessee receives a written demand for such removal shall be deemed abandoned and thereupon shall be the sole property of Lessor.

Leasehold improvements shall include any installation of walls, partitions, doors and windows, any electrical wiring, panels,

conduits, service connections, receptacles or lighting fixtures attached to walls, partitions, ceilings, or floor, all interior finish to floors, walls, doors, windows or ceilings; and all floor treatments or covering, other than carpeting, that is affixed to floors; sanitary disposal lines and sinks, commodes, and garbage disposal units; all heating, air treatment or ventilating distribution systems, including pipes, ducts, vent-hoods, air handling units and hot water generators; and all refrigerator rooms or vaults and refrigerated waste rooms including refrigeration or ventilating equipment included with same. . . Any furniture, fixtures, equipment, carpeting and draperies not classified as leasehold improvements above shall be the personal property of the concessionaire.

10. Damage and Injury - Lessee covenants, that it and all of its agents, servants, employees, and independent contractors, will use due care and diligence in all of its activities and operations at the airport(s) and the concessionaire hereby agrees to repay or be responsible to Monroe County for all damages to the property of the County which may be caused by an act or omission on the part of the concessionaire, its agents, servants, or employees and except to the extent that such damage to the property is covered by insurance required to be provided by the concessionaire under any provisions hereof, or is provided by the concessionaire under any provisions hereof, or is provided by Monroe County (except subrogation rights of the County's carrier) concessionaire shall pay, on behalf of the County, all sums which the County shall become obligated to pay by reason of the liability, if any, imposed by law upon the County for damages because of bodily injury, including damages for care and loss of service, including death at any time resulting from bodily injury and because of injury to/or destruction of property, including the loss or use thereof which may be caused by or result from any of the activities, omission, or operations of the concessionaire, its agents, servants, or employees on the airports..

11. Other Development of Airport - Monroe County reserves the right to further develop or improve the landing area of the
